

Panaji, 9th April, 2009 (Chaitra 19, 1931)

SERIES II No. 2



OFFICIAL GAZETTE

GOVERNMENT OF GOA

Note:- There are four Extraordinary issues to the Official Gazette, Series II No. 1 dated 2-4-2009, as follows:-

- 1) *Extraordinary dated 2-4-2009 from pages 15 to 16 regarding Notification from Goa Legislature Secretariat.*
- 2) *Extraordinary (No. 2) dated 3-4-2009 from pages 17 to 18 regarding Order from Department of Home.*
- 3) *Extraordinary (No. 3) dated 4-4-2009 from pages 19 to 26 regarding List of Nominated Candidates from Department of Elections (Office of the Collector and Returning Officers of North and South Goa Districts).*
- 4) *Extraordinary (No. 4) dated 8-4-2009 from pages 27 to 34 regarding Order/Notification from Department of Elections (Office of the Chief Electoral Officer).*

GOVERNMENT OF GOA

Department of Agriculture

Directorate of Agriculture

Order

No. 8/17/2006/D.Aгри/48

- Read: 1) Government Order No. 8/17/2006/D.Aгри/3 dated 5th January, 2007.
- 2) Order No. 8/17/2006/D.Aгри/226 dated 14-08-2008.
 - 3) Addendum No. 8/17/2006/D.Aгри/251 dated 24-09-2008.
 - 4) Order No. 8/17/2006/D.Aгри/270 dated 01-12-2008.

Approval of the Government is hereby conveyed for continuation of ad hoc promotion to the following Officers, Group 'A' Gazetted in the pay scale of Rs. 9,300-34,800+Rs. 5,200 Grade pay of the Directorate of Agriculture for a period of six months as mentioned against their names or till the post is filled on regular basis, whichever is earlier on the same terms and conditions as indicated in the above stated order.

Sr. No.	Name & designation of the Officer	Date of extension
1	2	3
1	Shri Satish Dev, Asstt. Director (Hort.)	05-01-2009 to 04-07-2009
2	Shri Babal Prabhu SMS (Hort.)	05-01-2009 to 04-07-2009

This is issued with due concurrence of the Goa Public Service Commission vide their letter No. COM/II/11/ /2(3)/92-06/467 dated 19th March, 2009.

By order and in the name of the Governor of Goa.

S. S. P. Tendulkar, Director of Agriculture & Joint Secretary (ex officio).

Tonca-Caranzalem, 30th March, 2009.

Department of Education, Art & Culture

Directorate of Technical Education

Corrigendum

No. 1/2007-08/GCP-PER/328/3480

Read: Order No. 1/2007-08/GCP-PER/2868 dated 16-01-2009.

The 3rd line of the order referred to above may be read as:-

"Smt. Smita A. Dessai, Sr. Assistant Librarian (Group "B" Non Gazetted)" instead of "Smt. Smita A. Dessai, Sr. Assistant Librarian (Group "B" Gazetted)".

By order and in the name of the Governor of Goa.

Bhaskar Nayak, Director of Technical Education & ex officio Addl. Secretary.

Panaji, 30th March, 2009.

Department of Finance
Revenue & Control Division

Notification

No. 2/1/95-Fin(R&C) (A)

In exercise of the powers conferred by sub-rule (4) of Rule 99 of the Goa, Daman and Diu Excise Duty Rules, 1964, the Government of Goa, being satisfied that it is necessary in the public interest, hereby directs that all licensed premises "for the sale of liquor" shall be closed from 5.00 p.m. of 21-04-2009 till 5.00 p.m. of 23-04-2009, in the entire State of Goa and those within the Municipal area of Corporation of City of Panaji and Margao Municipality on 16-05-2009 upto 5.00 p.m. in view of polling and counting of votes for General Election to the Lok Sabha, 2009.

However, the licensed premises having licence for "Bar and Restaurant" may be allowed to keep the restaurant open for serving food only. However, the Bar counter shall be closed and no liquor shall be allowed to serve on the said days. The owner of licensed premises having Bar & Restaurant shall also display a board in the premises that no liquor will be served and that only restaurant is open for serving food.

By order and in the name of the Governor of Goa.
Vasanti H. Parvatkar, Under Secretary, Finance (R&C).
Porvorim, 6th April, 2009.

Notification

No. 2/1/95-Fin(R&C) (B)

In exercise of the powers conferred by Sections 5 and 8 of the Goa Excise Duty Act, 1964 (Act 5 of 1964) (hereinafter called the "said Act"), the Government of Goa hereby prescribes that, notwithstanding anything contained in the Government Notifications No. Fin(Rev.)/2-35/SE/6/68/(A) dated 29-2-1972 and No. Fin(Rev.)/2-35/SE/6/65/(B) dated 29-2-1972, the following shall be the maximum quantity of liquor which can be transported from one place to another within the State of Goa, by any person or which can be possessed by any person within the State of Goa without a permit issued in accordance with the provisions of the said Act and the rules made thereunder, during the period from 5.00 p.m. of 21-04-2009 till 5.00 p.m. of 23-04-2009 and on 16-05-2009, within the Municipal area of Corporation of City of Panaji and Margao Municipality.

- (a) Three quart bottles of Indian made foreign liquor other than beer and six bottles of beer for any person including his family;
- (b) Three quart bottles of country liquor for any person including his family.

This Notification shall remain in force only from 5.00 p.m. of 21-04-2009 till 5.00 p.m. of 23-04-2009 in view of the General Election of Lok Sabha and 16-05-2009 upto 5.00 p.m. for counting of votes.

By order and in the name of the Governor of Goa.
Vasanti H. Parvatkar, Under Secretary, Fin(R&C).
Porvorim, 6th April, 2009.

Goa Legislature Secretariat

No. LA/MNT./PL./14/2009

Ref.: Notification No. LA/MNT./PL./3865/2009 dated 24th March, 2009, published in the Official Gazette Series II No. 52 dated 26th March, 2009.

In the above mentioned Notification it may be read as follows:-

- 1 Notification No. "LA/MNT./PL./3865/2009" as "LA/MNT./PL./3868/2009";
- and
- 2 Report of the Comptroller and Auditor General of India "for the year ended 31st March, 2009" may be read as "for the year ended 31st March, 2008"

Assembly Hall,
Porvorim-Goa.
1st April, 2009.

J. N. Braganza,
For Secretary, Legislature

Department of Labour

Notification

No. 28/1/2009-LAB/209

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 13-01-2009 in reference No. IT/32/2007 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 18th February, 2009.

**IN THE INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT-I AT PANAJI**

(Before Smt. Anuja Prabhudessai, Presiding Officer)

Ref. No. IT/32/07

Workman rep. by the President
Goa Trade and Commercial
Workers Union,
Velho Building, 2nd Floor,
Panaji-Goa.

... Workmen/Party I

V/s

M/s. Crompton Greaves Ltd.,
(M-4) Division,
Kundaim Industrial Estate,
Kundaim-Goa.

... Employer/Party II

Party I/Workmen are represented by Adv. Suhas Naik.

Party II/Employer represented by Adv. S. V. Patil.

A WARD

(Passed on this 13th day of January, 2009)

In exercise of the powers conferred by Section 10(1)(d) of the Industrial Disputes Act, 1947, the Government of Goa has referred the following dispute to the Tribunal for adjudication:

"(1) Whether the action of the management of M/s. Crompton Greaves Limited (M-4 Div.), Kundaime Industrial Estate, Kundaime-Goa in refusing to concede the Charter of Demands indicated below, raised by the Goa Trade & Commercial Workers Union vide their letter dated 9-8-2002 is legal and justified ?

(I) Flat Rise & Basic Salary:

It is demanded that each worker be paid a sum of Rs. 800/- as flat-rise over and above the existing salary as on 1st July, 2002. The total basic salary as on 1st July, 2002, plus the flat-rise of Rs. 800/- per month be placed in the pay-scales given below and fitted in the appropriate stage, which shall be the basic pay of each worker with effect from 1-7-2005.

Grade	Pay-Scales
I	700-50-950-65-1275-90-1725
I	800-60-1100-80-1500-110-2050
III	950-70-1300-105-1825-140-2525
IV	1100-80-1500-120-2100-160-2900

(II) Special Increments:

It is demanded that with effect from 01-07-2005, all the workers shall be eligible to the following special increments on the basis of their seniority:

- (i) Those who have completed nine (9) years as on 01-07-2005 shall be paid four (4) special increments in the respective pay scales;
- (ii) Those who have completed six (6) years of service as on 01-07-2005 shall be paid three (3) special increments in the respective pay scales;
- (iii) Those who have completed four (4) years of service as on 01-07-2005 shall be paid two (2) special increments;
- (iv) Those who have completed two (2) years as on 1-7-2005, shall be paid one (1) special increment.

(III) Fixed Dearness Allowance (FDA):

It is demanded that with effect from 1-7-2005, each worker be paid Rs. 1,500/- per month towards Fixed Dearness Allowance (FDA).

(IV) House Rent Allowance (HRA):

It is demanded that with effect from 1-7-2005, each worker be paid House Rent Allowance (HRA) @ 25% of the basic salary plus Fixed Dearness Allowance (FDA), every month.

(V) Variable Dearness Allowance (VDA):

It is demanded that with effect from 1-7-2005, each worker be paid a Variable Dearness Allowance @ Rs. 2/25 per point over and above base 1475 points AAICPI (1960=100). The Variable Dearness Allowance (VDA) should be revised once every quarter (once in three months).

(VI) Conveyance Allowance:

It is demanded that with effect from 1-7-2005, each worker be paid an additional amount of Rs. 600/- per month over and above the existing Conveyance Allowance.

(VII) Education Allowance:

It is demanded that with effect from 1-7-2005, each worker be paid an additional amount of Rs. 500/- per month over and above the existing Educational Allowance.

(VIII) Uniform and Washing Allowance:

It is demanded that each worker be issued two sets of uniforms every year and that with effect from 1-7-2005, each worker shall be paid a sum of Rs. 200/- per month towards Washing Allowance.

(IX) Shift Allowance:

It is demanded that with effect from 1-7-2005, each worker shall be paid a Shift Allowance of Rs. 15/- per shift for the work done in 2nd shift and Rs. 20/- per shift for the work done in 3rd shift.

(X) Leave Facilities:

It is demanded that with effect from 1-7-2005, each worker be made eligible for the following leave facilities:

- (a) Privilege Leave: ... 30 days per annum with a facility to accumulate upto 100 days and encash.
- (b) Casual Leave: ... 10 days per annum with a facility to accumulate upto 30 days.
- (c) Sick Leave: ... 10 days per annum with a facility to accumulate upto 30 days.
- (d) Holidays ... 12 days per annum.

(XI) Leave Travel Allowance (LTA):

It is demanded that the management should pay the following Leave Travel Allowance from every year, 2005, onwards:

Grade I	...	Rs. 3,000/-
Grade I	...	Rs. 4,000/-
Grade III	...	Rs. 5,000/-
Grade IV	...	Rs. 6,000/-

(XII) Lockers/Rest Rooms and Eating Rooms:

It is demanded that this facility which is provided to the workers should be enhanced due to the increase in the number of workers.

(XIII) Safety Shoes and Umbrellas/Raincoats:

It is demanded that Safety Shoes, Umbrellas/Raincoats shall be issued to all workers every year without any discrimination.

(XIV) Tea and Snacks during night shift and special facilities to those who work beyond normal shift time i.e. beyond 17.00 hours:

It is demanded that the management should supply tea and snacks during the 2nd and 3rd shift working. Those who work beyond 17.00 hours should be served Special Snacks and Tea and those who work beyond 19.00 hours should be paid Meal-Allowance or free meals.

(XV) Free Transport:

It is demanded that the workers should be provided free transport facility from Panjim to Kundaim and Ponda to Kundaim to & fro in all shifts.

(XVI) Canteen Facilities:

It is demanded that all the workers should be made entitled to subsidized canteen facility. The management should share the cost of the meal and snacks served through the canteen to the extent of 75% and workers should bear 25%.

(XVII) Heat and Chemical Allowance:

It is demanded that—

- (i) The management ought to pay a sum of Rs. 12/- per shift to every worker in the Department of Dye-casting, Rotor-sinking, Dipping-towards Heat and Chemical Allowance.
- (ii) They should be provided with one glass of milk every shift worked.
- (iii) There should be medical check-up in the factory and follow-up action.

(XVIII) Medical Facilities/Health and Safety:

- (i) It is demanded that those workers who meet with accidents in the course of employment sought to be paid full wages by the Company as though he/she is on duty. The workers should also be paid all the Medical expenses until he/she fully recovers. All the workers should be provided proper safety equipment while working.
- (ii) Those worker who cross the threshold ofESIS coverage ought to be paid Medical Allowance @ 4.75% of the gross salary and be eligible to 15 days sick leave.
- (iii) Every worker ought to be insured under Group Personnel Accident Insurance Scheme to the extent of three (3) lakhs.

(iv) Ambulance:

The Company should provide fully equipped Ambulance and this Ambulance should be stationed at the factory premises for the purpose of any accidents that may occur to workmen while on duty.

(v) Emergency Exit:

The Company should maintain impediment-free Emergency Exit in the factory premises for the workmen to be out from the premises during emergency. Presently, the main doors of the factory premises are either closed or loading is done.

(XIX) Special Allowance to the Maintenance Operators:

It is demanded that the Maintenance-Operators sought to be paid a Special Allowance of Rs. 20/- per day.

(XX) Loan Facility:

It is demanded that every worker ought to be made eligible to an interest-free loan of Rs. 50,000/- to be deducted and repaid in 100 installments.

- 2) If the answer to (1) above is in the negative, then, to what benefits the workmen are entitled ?"

2. On receipt of the reference, a case was registered under No. IT/32/2007 and notices were issued to both the parties. The Party I-Union, which is representing the workmen employed with the Party II has filed its claim statement at Exb. 8. Party II has filed its written statement at Exb. 10. The Party I had submitted to the Party II a Charter of Demands vide letter dated 9-8-2002. The Party I has stated that the last wage settlement was signed on 12-12-1999 and thereafter, there has been no revision, enhancement or alteration of wages, salaries and other service-conditions of these workmen. The Party I has stated that the workers working in the factory of Party II are made to work on a very low and pathetic salaries. The workers have patiently waited to secure their demands and enforce their right to claim adequate wage packet. The Party I has stated that the company is in strong financial position and has prayed that the demands raised by them be considered in favour of the workmen.

3. The Party II has stated that the demands raised are unrealistic, unreasonable and unjustified and beyond the financial capacity of the company. The Party II further stated that the Party I has not made out any case for revision of the wages as also service conditions.

5. The matter was posted for framing of issues/filing list of documents. On 22-12-2008, both the parties appeared before this Tribunal and filed an application at Exb. 12 stating that they have entered into an

amicable settlement duly signed by both the parties on 16-12-2008. The parties have placed on record the memo of settlement under Section 2(p) read with Section 18(1) of the Industrial Disputes Act, 1947. Both the parties have stated that they have agreed to the said terms of settlement and are ready to abide by the same. They have prayed for drawing of the Consent Award in terms of the settlement dated 16-12-2008. I have perused the memo of settlement which is duly signed by both the parties. The terms are acceptable to both the parties and in my opinion are in the interest of the workmen. Hence, I pass the Consent Award in terms of the said settlement at Exb. 12.

ORDER

The parties have agreed as under:

CHAPTER 1

Wage Groups, Fitment and Increment

1.1 Wage Groups

That the grade nomenclatures and wage scales currently in operation, shall stand revised as follows:

Band A: 600-30-750-35-925-40-1125-45-1350-50-1600-55-1875-60-2175-65-2500-70-2850-75-3225.

Band B: 700-35-875-40-1075-45-1300-50-1550-1825-60-2125-65-2450-70-2800-75-3175-80-3575.

Band C: 800-40-1000-45-1225-50-1475-55-1750-60-2050-65-2375-70-2725-75-3100-80-3500-85-3925.

Band D: 900-45-1125-50-1375-55-1650-60-1950-65-2275-70-2625-75-3000-80-3400-85-3825-90-4275.

1.2 Flat Rise, Fitment & Movement

1.2.1 Flat Rise:

That with effect from 01-12-2008, the basic wage drawn by permanent workmen as on 01-12-2008 shall be revised by giving a flat rise based on their current grades as follows:

Grade	Flat Rise (Rs. p.m.)
Grade 1	407
Grade 2	507
Grade 3	607

1.2.2 Fitment:

That with effect from 01-12-2008, the basic wage drawn by permanent workmen by giving flat rise as referred to in Clause 1.2.1 above, shall be fitted in the revised wage group as follows:

- * Workmen in existing Grades 1 & 2 will be placed in revised Band A, based on their skills.
- * Workmen in existing Grade 3 will be placed in revised Band B, based on their skills.

1.2.2.1 If the monthly basic wage of the workman as above, is exactly the step in the revised wage scale, it shall be fitted at that step, with effect from 01-12-2008.

1.2.2.2 If the monthly basic wage of the workman as above, falls in-between two steps of the revised wage scale applicable, it shall be stepped up to the nearest higher step of the wage scale applicable, with effect from 01-12-2008.

1.2.3 Movement:

1.2.3.1 Movement of workmen from Band A to B, B to C and C to D will be as per the agreed policy which is annexed herewith as Annexure "A" and forms a part of the Settlement.

1.2.3.2 Movement of the workmen from Band A to B, B to C and C to D will be reviewed every year as per the scheme annexed as Annexure "A".

1.2.3.3 On movement of the workmen from one Band to the other, they will be entitled for one increment in their existing Band and the basic wage arrived at shall be fitted in the revised Band.

On fitment in the revised Band, he will be entitled for his annual increment w.e.f. 1st April, every year.

1.3 Creation of New Grade

It is agreed and accepted that any newly recruited workmen, employed on the permanent rolls of the Company, after the date of signing of this Settlement, will be entitled to the following wage structure for the initial service period of three years:

Basic Wage	Rs. 500/- per month
Fixed Dearness Allowance	Rs. 3,390/- per month
Conveyance Allowance	Rs. 516/- per month
House Rent Allowance	Rs. 475/- per month
City Allowance (Year 1)	Rs. 175/- per month
City Allowance (Year 2)	Rs. 350/- per month
City Allowance (Year 3)	Rs. 525/- per month.

* Annual Increment will be @ Rs. 25/- per month. The first increment will be paid effective from 1st April, after confirmation with prospective effect. The above wage structure will be applicable for a period of three years from the date of joining, after which the workman will be placed in Band A, at a fitment closest to his basic wage at such time (Fitment as indicated in Clause 1.2.2 above), with applicable allowances.

* It will be ensured that the total wages drawn at any time by the new recruits will not fall below the total statutory minimum wages applicable to the Industry/Zone and the category/class of the concerned workmen.

1.4 Increments & Anniversary date of Increment

All the permanent workmen covered under this settlement will be granted an annual increment on 1st April every year.

All the permanent workmen will earn an increment every year and no workman shall stagnate.

CHAPTER 2**Recurring Allowances****2.1 Dearness Allowance**

That the present Scheme of Dearness Allowance shall stand revised as follows:

- (a) Existing practice of changing Variable Dearness Allowance based on six monthly rise or fall in All India Consumer Price Index Number (1960=100) above Rs. 1,475/- will be in existence till wages for the month of November, 2008.
- (b) Fixed Dearness Allowance (FDA) i.e. Rs. 850/- p.m. and Variable Dearness Allowance (VDA) Rs. 2,873/- p.m. applicable for the half year (October to March) will be clubbed together and the sum of Rs. 3,723/- arrived at will be called 'Fixed Dearness Allowance' (FDA) with effect from December, 2008.
- (c) 'Dearness Allowance' arrived at as per Clause 2.1 (b) above will be further improved with effect from 1st December, 2008, and a new 'Fixed Dearness Allowance' will be arrived at, as shown below.

Existing Variable Dearness Allowance as on 30-11-2008		1st December, 2008			
FDA	VDA	DA	Improvement	Fixed Dearness Allowance (FDA)	
(Rs. p.m.)	(Rs. p.m.)	(Rs. p.m.)	(Rs. p.m.)	(Rs. p.m.)	
(a)	(b)	(a)+(b)	(c)	(a)+(b)+(c)	
850	2873	3723	277	4000	

2.2 City Allowance

That with effect from 01-12-2008, the permanent workmen shall be paid City Allowance per month, at the revised rates mentioned below:

Effective date	City Allowance (Rs. p.m.)
2008-09	175
2009-10	350
2010-11	525
2011-12	700
2012-13	875

2.3 House Rent Allowance

That with effect from 01-12-2008, the permanent workmen shall be paid House Rent Allowance

per month at the revised rates as mentioned below:

Band	House Rent Allowance (Rs. p.m.)
Band A	500
Band B	520
Band C	540
Band D	560

2.4 Conveyance Allowance

That with effect from 01-12-2008, the permanent workmen shall be paid Conveyance Allowance per month at the revised rates as mentioned below:

Band	Conveyance Allowance (Rs. p.m.)
Band A	643
Band B	680
Band C	720
Band D	760

2.5 Education Allowance

That with effect from 01-12-2008, the permanent workmen shall be paid Education Allowance per month, at the revised rates as mentioned below:

Band	Education Allowance (Rs. p.m.)
Band A	477
Band B	495
Band C	515
Band D	535

2.6 Washing Allowance

That the permanent workmen shall continue to be paid Washing Allowance @ Rs. 115/- per month, during the currency of this Settlement.

2.7 Shift Allowance

That with effect from 2008, the permanent workmen shall be paid Shift Allowance of Rs. 10/- per shift worked in 2nd and 3rd shift. It is not applicable for permanent workmen working in general shift and 1st shift.

2.8 Medical Allowance

* That the workmen who are not covered under ESIS and those who cease to be covered under ESIS, shall continue to be paid the Medical Allowance @ Rs. 475/- per month, during the period of this Settlement.

* In case of the revision in ESIS coverage wage limit, the workmen coming under the purview of ESIS, will not be entitled for the Medical Allowance and will be withdrawn from the date they come under the purview of ESIS.

2.9 Leave Travel Allowance

2.9.1 That with effect from 1st December, 2008, the permanent workmen shall be paid Leave Travel Allowance per annum, at the revised rates as mentioned below:

Band	Leave Travel Allowance (Rs. p.a.)
Band A	1860
Band B	2500
Band C	2700
Band D	2900

2.9.2 That the amount of Leave Travel Allowance under Clause No. 2.9.1 above, shall be paid to permanent workmen immediately on submission of their declaration in the prescribed form, after availing of sanctioned Privilege Leave of not less than 5 continuous days (exclusive of holidays).

2.9.3 That LTA claims will be entertained only from April every year. However, the workmen can accumulate LTA of two years.

2.10 Indirect Benefits & Entitlements of Allowances

2.10.1 The entitlement of all the allowances (including Basic Wage & Dearness Allowance) shall be based on attendance.

2.10.2 That except for Fixed Dearness Allowance, none of the allowances as contained in Chapter 2 of this Settlement shall be reckoned for the purpose of any indirect benefits such as Provident Fund, Gratuity, or any other indirect/incidental payments.

CHAPTER 3**Leave and Holidays****3.1 Privilege Leave**

3.1.1 Every permanent workman will be eligible for a quantum of privilege leave on the basis of 1 day for every 17 days worked, subject to the rule 7 provision of the Factories Act, 1948 for eligibility.

3.1.2 The leave available to the workmen will be in full working days i.e. leave available above half working day will be rounded off to full day and the leave below half will be ignored.

3.1.3 Combination of Privilege Leave with Other Leave

That Privilege Leave shall be allowed to be combined with Sick Leave but not with Casual Leave.

3.1.4 Accumulation of Privilege Leave

That Privilege Leave shall be allowed to be accumulated upto 120 days and shall lapse thereafter.

As a measure to improve the attendance, the workman will be eligible for bonus privilege leave in the next calendar year he/she attends in the earlier year in the following ratio:

Days present	Extra P.L.
275 to 284	1 day
285 to 294	2 days
295 or more	3 days

3.1.5 Encashment of Privilege Leave

That permanent workmen shall be allowed encashment of the Privilege Leave earned every year and such encashment can be availed in any subsequent year on the following terms and conditions:

- (i) That no workman shall be allowed encashment unless he has, to his credit, a minimum Privilege Leave balance of 30 days excluding the period of leave applied for encashment.
- (ii) That for the purpose of calculation of the amount payable on encashment of Privilege Leave, only Basic Wages plus Fixed Dearness Allowance, drawn by the workman in the month previous to the month in which he encashes Privilege Leave and that no other allowances/benefits shall be reckoned for the purpose of Privilege Leave encashment.

3.1.6 That no workman shall be allowed to avail of Privilege Leave for a period less than 3 days at a time and on more than 4 occasions in a calendar year.

3.1.7 That weekly off and holidays shall be allowed to be prefixed and/or suffixed to Privilege Leave, but not both. Intervening holidays shall not be treated as part of Privilege Leave.

3.1.8 That extension of Privilege Leave shall need to be approved in writing before the expiry of sanctioned Privilege leave.

3.1.9 That no Privilege Leave shall be allowed in advance before it is credited to the Privilege Leave account of the workman.

3.1.10 Taxability

That the taxability of encashment of Privilege Leave will be governed by the Income Tax Act and the Rules framed thereunder, as applicable from time to time. The provisions as currently applicable are summarised below:

- (i) Amounts received on encashment of Privilege Leave are tax exempt upto certain limits, provided the same is consequent to retirement on "Superannua-

tion or Otherwise". Hence, encashment of Privilege Leave, consequent upon Retirement on Superannuation, Voluntary Retirement or Retirement due to disablement, will be entitled to tax exemption upto the prescribed limits.

- (ii) Privilege Leave encashment paid to the heirs of deceased workman is tax free in its entirety.
- (iii) Encashment of Privilege Leave during employment and consequent to resignation or termination, as per the present law is taxable at source.

3.2 Casual Leave

- 3.2.1 That the permanent workmen shall be granted 8 (eight) days Casual Leave per calendar year.
- 3.2.2 That no workman shall be allowed to avail of Casual Leave for a period of more than 3 days at a time.
- 3.2.3 That weekly off and holidays shall be allowed to be either prefixed or suffixed to Casual Leave. Intervening holidays shall not be treated as part of Casual Leave.
- 3.2.4 That the permanent workmen shall be allowed to encash unavailed Casual Leave at the end of each calendar year or will be allowed to carry unavailed Casual Leave to the next year's Casual Leave account, provided that any time the Casual Leave to the credit, does not exceed 14 days.
- 3.2.5 That for the purpose of calculating the amount payable on encashment of Casual Leave, only Basic Wage plus Fixed Dearness Allowance drawn by the workmen in November of that year shall be taken into account, and no other allowances/benefits shall be reckoned for the purpose of Casual Leave encashment. The Casual Leave encashment will be allowed only once a year in the last week of December and will be paid alongwith the wages for the month of December.

3.3 Sick Leave

- 3.3.1 That the permanent workmen covered under the Employees' State Insurance Act, 1948 (ESI), shall be granted 3 days Sick Leave.
- 3.3.2 That the permanent workmen who are not covered under the ESI Act, and also those who will cease to be covered in future, shall be granted 9 days Sick Leave in a calendar year on full wages.
- 3.3.3 That the Sick Leave for more than 1 day, shall be granted only on production of a medical certificate from a panel doctor in case of the

permanent workmen covered under the ESI Act and on production of a medical certificate from a registered medical practitioner in case of the permanent workmen not covered under the ESI Act.

- 3.3.4 That the Sick Leave shall be allowed to be accumulated upto 30 days in case of workmen not covered under the ESI Act and 24 days in case of workmen covered under the ESI Act.
- 3.3.5 That the Sick Leave in excess of the accumulation limit, if any, shall lapse, on 1st January of the subsequent year.
- 3.3.6 That intervening holidays shall be treated as part of Sick Leave.
- 3.3.7 That Sick Leave shall not be allowed to be encashed.

3.4 Paid Holidays

That the present practice of granting 8 (eight) paid holidays in a calendar year shall continue during the period of this settlement. Of these, the following two days shall be compulsory.

- i) Republic day : 26th January
- ii) Independence day : 15th August

The remaining six paid holidays shall be discussed and finalised during the month of December every year between the Company and the Union.

CHAPTER 4

Other Matters

4.1 Flexibility & Mobility

- 4.1.1 That the workmen shall be mobile/flexible within the division in all the areas of operations and services as and when required.
- 4.1.2 That flexibility would also mean transfer of operations from one area to another area. Such a need for flexibility and mobility of operations/workmen could be on account of fluctuating product demands/product mix requirements, non availability of material, men, machinery or any other reason. In case workmen do not have knowledge of the job required to be done on flexibility/mobility, the required training will be given by the Management.

In the event of workmen failing to do this, the Management shall deduct their wages and shall also be entitled to take such other actions as per the provisions of the Standing Orders applicable to them. Management will provide all information/data necessary for implementation.

- 4.1.3 That the policies for movement of workmen from one grade to the next, as provided in Annexure 'A' will not affect the existing mobility and flexibility.

4.1.4 That the weekly off of certain sections, viz. maintenance, tool room, quality will be flexible and the change in weekly off will be informed by the Local Management sufficiently in advance.

4.2 Punctuality

4.2.1 That the workmen will be at their working place and will start work immediately on commencement of the shift and immediately after lunch break/rest intervals.

4.2.2 That the workmen will remain at their work place and stop work only after the signal for lunch break/rest interval has been given and will not stop working till the shift time is over as signalled by the sounding of a siren, hooter or buzzer.

4.3 Housekeeping

4.3.1 That the workmen shall always keep their work place and surroundings clean and neat.

4.3.2 That if required, workmen will actively help in keeping the working premises and the area around the working premises clean and tidy.

4.4 Uniforms

4.4.1 The workmen will be provided uniforms every year as follows:

- * Male workmen - 2 sets of shirt & pant
- * Women workmen - 2 Aprons

4.5 Safety Shoes

4.5.1 The practice of giving one pair of safety shoes to each workman, every year will be continued.

4.6 Retirement Age

The workmen will retire from the services of the company on reaching the age of 58 years.

4.7 Identity Badge

That the workmen, who have been supplied with identity badges/cards by Company, shall wear/carry with them the same during duty hours of the Company. Any workman, who fails to comply with the same, shall be liable to be shut out or removed if he has already entered the Company's premises and shall also be liable for disciplinary action.

4.8 One-Time Lumpsum Payments

The parties have discussed this issue in details. As a gesture of goodwill and considering the co-operation extended by the workmen, as a special case without setting any precedent for the future, it has been mutually agreed as follows:

On signing of this Settlement, the amount of Rs. 50,000/- will accrue to each workman who

are on the rolls of the Company on the date of signing to this settlement. The workmen will become eligible for the lumpsum amount and the benefits under this settlement only *after* passing of the Award by the Industrial Tribunal, as referred to in Clause 6.14 of this Settlement. Lumpsum amount will be paid in 2 (two) installments as follows:

- 1 *After* passing of the Award by the Industrial Tribunal, as referred to in Clause 6.14 of this Settlement: Rs. 25,000/- (Rupees Twenty-five thousand only).
- 2 *After* passing of the Award and on achieving the 33% increase in work content/norms as mentioned in clause 5.1 of this Settlement and also subject to Corporate Personnel certification of 133% CGPS work content/norms achievement: Rs. 25,000/- (Rupees Twenty-five thousand only).

The lumpsum amount payable will be as ad hoc payment and shall not be reckoned for any other indirect benefits such as Provident Fund, ESI, Gratuity, Bonus, etc.

CHAPTER 5

Crompton Greaves Production System (CGPS)

- 5.1 That all workmen will work based on Pre-determined Motion Time Study (PMTS), cycle time, whether they are working individually or in groups or cells and give commensurate daily work content of 460 minutes per workman and CGPS norms at required walking speed of 4 miles per hour in each operation, as contemplated by CGPS.
- 5.2 That any improvement in process, modification in machines, layout changes and automation will necessitate changes in cycle time and/or work content and the same will be implemented immediately by revising measurements based on PMTS.
- 5.3 Whilst arriving at the CGPS work content/norms to be performed by an individual/group/cells, the below mentioned procedure will be followed:
 - (i) Validation of the elements/process;
 - (ii) If necessary, re-validation considering the observations of the workmen working in that area;
 - (iii) In exceptional cases only, further re-validation by a third party/outsider;
 - (iv) In very special cases, if found necessary, sample demonstration for cycle time as per CGPS.
- 5.4 To maintain and improve the competitiveness of the Company on a continued basis, it is

agreed that the work content or the norms arrived as per the clause Nos. 5.1 and 5.2 will be improved continuously, through process improvement and automation for maintaining competitiveness.

Any problems that will come during the implementation, will be sorted out through discussions without losing the focus of meeting the targets.

- 5.5 That it is agreed that the production output shall all the times be in line with the improved work content and will not be reduced for any reason, other than:

- * Problems in Machinery.
- * Non-availability of material.
- * Inadequate manpower.
- * Any other reason not attributed to the workmen.

- 5.6 That the achievements of CGPS and improved work content or norms on a continuous basis as decided as per Clauses 5.1, 5.2 or 5.4 above will be the basis for the workmen's entitlement of wages. In the event of workmen failing to give output as per CGPS or improved norms as mentioned above, the Management shall deduct their wages and shall also be entitled to take such other actions as per the provisions of the Standing Orders applicable to them. Management will provide all information/data necessary for implementation.

- 5.7 That it is agreed that due to continuous changes in economic environment, some of the activities/operations in Departments may become uneconomical and may require modifications/alterations/discontinuations/out-sourcing. Such decisions as necessary for business will be the Management prerogative.

- 5.8 That it is agreed by the parties that the workmen will put in their best efforts to eliminate wasteful practices, conserve material and improve quality and workmanship, which will result in cost reduction and avoidance of waste or scrap. Also they will keep records of day-to-day work being done by them, by entering into the register/any other automated/electronic provision made by the Management for the purpose.

CHAPTER 6

General

- 6.1 That this settlement shall come into effect from 01-12-2008 and shall remain in force upto 30-11-2013 and will continue to remain in force even thereafter, unless terminated by either party according to the provisions of the Industrial Disputes Act, 1947.

- 6.2 That in the event of any of the provisions of this Settlement becoming legally invalid or un-enforceable or superseded by any Statute, Award or Agreement between the parties, such invalidity, un-enforceability or such supersession shall not affect the remaining provisions of this Settlement.

- 6.3 That all other demands included in the Charter of Demands dated 9th August, 2002 & 9th August, 2005, and the demands subsequently raised during the negotiations but not covered by this Settlement, have been dropped by the Union.

- 6.4 That during the period of this Settlement, the Union/Workmen will not raise any demand, which would involve additional financial burden on the Company, except bonus/ex-gratia.

- 6.5 All issues between the parties will be sorted out through discussions. In the event of parties not coming to a common understanding, parties will follow only constitutional/legal means.

- 6.6 That this Settlement supersedes all the other verbal/written understanding/agreements entered here to before.

- 6.7 The Company has submitted to the Union and the Workmen a copy of the draft Standing Orders in respect of the M4 Division (Plot No. 196-198, Kundaim Industrial Estate, Kundaim-Goa), which it proposes to submit to the Certifying Officer in accordance with the Industrial Employment (Standing Orders) Act, 1946, for certification (Draft copy enclosed as Annexure "B"). The Union and the Workmen have accepted and consented to these draft Standing Orders by countersigning all sheets of the draft and assured the Company of its support and consent before the Certifying Officer under the Industrial Employment (Standing Orders) Act, 1946, so as to get the Standing Orders certified. This commitment of support and consent by the Union and Workmen is a condition precedent to this Settlement.

- 6.8 The Union and the Workmen agree that strict discipline shall be maintained everywhere in the works premises. The Union and the Workmen will not support any violation of discipline and they agree to co-operate with the Company in maintaining and improving discipline. The same will be reciprocated by the Company.

- 6.9 It is clearly understood that this Settlement is to be viewed and taken as a package deal in full and final settlement of the demands

contained in the Charter of Demands and also subsequently raised by the Union and the Workmen/Union/Company will have no right to accept one part and reject the other.

6.10 All workmen will perform incidental work related to their jobs/activities. Workmen will help each other whenever required and no work will stop/get delayed for want of helpers.

6.11 All workmen, as part of their regular activities, will do Quality Assurance checks and maintain record of such checks.

6.12 Whenever the Company will introduce practices such as Statistical Process Control, Six Sigma, 5'S', SAP, Total Productive Maintenance (TPM), etc., concerned workmen will maintain the records wherever necessary and also give full support to make the system successful.

6.13 All payments arising out of this Settlement shall be covered by the applicable provisions of the Income Tax Act and the Rules framed thereunder and responsibility of producing the required proof wherever necessary will be that of concerned workman.

6.14 The Company and the Workmen agree that this Settlement is in full and final settlement of the disputes pertaining to the Charter of Demands pending for adjudication in the Industrial Tribunal, Panaji, Goa, being Ref. No. IT/73/2004 & Ref. No. IT/32/2007. The Company and the workmen offer to jointly approach the Industrial Tribunal, Panaji, Goa and pray for an award for disposing of the pending references in view of this settlement.

Inform the Government accordingly.

Sd/-

(Anuja Prabhudessai),
Presiding Officer,
Industrial Tribunal & Labour Court-I

Notification

No. 28/1/2009-IAB/329

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 30-01-2009 in reference No. IT/28/2004 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 17th March, 2009.

IN THE INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I AT PANAJI

(Before Smt. Anuja Prabhudessai, Presiding Officer)

Ref. No. IT/28/04

Shri Shashikant L. Gaonkar,
Shri Prakash Salunke,
Rep. by Kadamba Kamgar Union,
T-1 Sindhur Bldg.,
Opp. Dayanand Smruti Bldg.,
Panaji-Goa.

... Workmen/Party I

V/s

M/s. Kadamba Transport
Corporation Ltd.,
Panaji-Goa.

... Employer/Party II

Workmen/Party I is represented by Adv. A. Kundaikar.

Employer/Party II is represented by Adv. C. J. Mane.

A WARD

(Passed on this 30th day of January, 2009)

By order dated 6-8-04, Government of Goa has referred the following dispute for adjudication of this Tribunal.

"(1) Whether the demand of the Kadamba Kamgar Union for regularization of services of the following two workmen on completion of their respective 240 days of continuous service is legal and justified ?

1 Shri Shashikant Laximan Gaonkar, Badge No. 7155 ..Driver.

2 Shri Prakash Salunke, Badge No. 2482 ..Driver.

(2) If not, to what relief the workmen are entitled ?"

2. On receipt of the said reference IT/28/04 was registered. Notices were issued to both the parties. The Party I filed its claim statement at Exb. 4. The Party II filed its written statement at Exb. 6. The rejoinder is at Exb. 7.

3. It is not in dispute that pursuant to the advertisement issued by the employer, in the local newspapers the names of these workmen involved in this reference were sponsored by the employment exchange. These workmen were selected as heavy vehicle drivers. The Party I union has stated that these workmen were selected for the posts of driver and their names were furnished to the employment exchange pursuant to which their registration was cancelled. The Party I union has stated that these drivers were appointed against existing vacancies and they were recruited for permanent work. The services of these drivers were regularized in batches. On completion of one year, these workmen were given first annual increment and thereafter they were given annual increment every year. The contention of the Party I drivers is that they were entitled to be regularized on completion of continuous service of 240 days. The Party I drivers have stated that

the drivers who were regularized in the first batch in June, 2001 are drawing higher salary as compared to drivers who wereregularized subsequently. The Party I union has claimed that these drivers have sustained monetary loss on account of the delay in regularizing of their services. The Party I has stated that these drivers are entitled for regularization of services on completion of 240 days of continuous service with fixation of salary in the pay scale of Rs. 3050-75-3950-80-4590.

4. The Party II has stated that the appointment of the drivers was necessitated on account of temporary increase in the workload. The Party II has stated that the services of these drivers were regularized depending upon availability of posts and on the basis of satisfactory work performance. The Party II has denied that it has indulged in unfair labour practice or victimization. The Party II has denied that the services of these drivers had to be regularized on completion of 240 days of continuous service.

5. Based on the aforesaid pleading following issues were framed.

- 1 Whether the demand of the Party I/Union for regularization of the services of the workman, Shri Prakash Salunke on completion of 240 days of continuous service is legal and justified ?
- 2 Whether the workmen, Shri Shashikant Laxman Gaonkar and Shri Prakash Salunke are entitled to any relief ?
- 3 What Award ?

6. Learned advocate, Shri Kundaikar has argued that pursuant to the advertisement issued by the Party II, several drivers were appointed on permanent basis. He has argued that some of these drivers were regularized in June, 2001 while the drivers involved in this reference were regularized subsequently in different batches. He has argued that regularization of services in batches of the similarly placed workmen has resulted in disparity in the wages drawn by the drivers. He has argued that the Party I drivers were entitled for regularization on completion of 240 days. He has argued that the action of the management to keep these drivers as daily wage drivers for such long period amounts to unfair labour practice.

7. Learned Adv., Shri Mane has argued on behalf of the Party II Corporation. He has argued that the drivers were appointed on daily wages due to temporary increase in the workload. He has argued that though these drivers were appointed on daily wages, they were given all benefits which were given to the permanent employees and that their services have been regularized depending upon the availability of posts and satisfactory work performance. He has argued that these drivers are not entitled for regularization on completion of 240 days of service. I have perused the records and considered the arguments advanced by the respective parties and my findings on the issues are as under.

8 *Issue No. 1:* It is not in dispute that in the year 1999 and 2000, the Party II had issued advertisements in local dailies at Exb. 19 and Exb. 20 for heavy vehicle drivers on daily wages. The advertisement at Exb. 19 stated that initially the appointment would be on daily wages for three months and thereafter would be made on regular basis subject to satisfactory performance. However, there was no such stipulation in the advertisement at Exb. 20. Though the evidence of Avinash Rawal, the President of the union, indicates that all these drivers were appointed w.e.f. 16-8-2000 vide order dated 31-7-2000, the averments in para 6 of the claim statement indicates that these workmen were appointed in April, 99. The workmen have not produced the appointment order, but the appointment order at Exb. 21 indicates that the workman, Prakash Salunke was appointed with effect from 23-3-99. It is thus evident that these workmen were appointed pursuant to the advertisement at Exb. 19. The evidence of Shri Avinash Rawal indicates that services of these drivers wereregularized w.e.f. 1-1-2004. He has deposed that Party I drivers were entitled for regularization of completion of 240 days of continuous service. He has stated that these workmen were appointed on regular vacancies and that they were recruited on permanent jobs and that to deny regularization and keep them on daily wages perpetually is unjust and arbitrary and amounts to unfair labour practice.

9. It may be mentioned here that AW1 Avinash Rawal had denied that the drivers were not appointed on the existing vacancies. This witness had also denied that no assurance was given by the management either in the advertisement or otherwise that the services of these drivers would be regularized on completion of service of three months. He has also denied that these drivers were appointed on daily wages due to increase in workload and growing absenteeism. He has also denied the suggestion that the Party I drivers wereregularized as and when there were regular vacancies. It is however to be noted that the second witness of the Party I, Shri Andrew Lopes has admitted in his cross examination that the Party II had appointed temporary drivers on account of pressure of work. He has admitted that some of these drivers were regularized in different batches. The witness No. 2, Andrew Lopes has also admitted in his cross examination that the Party II had not assured the drivers at the time of their appointment that their services would be regularized on completion of 240 days of continuous service. The evidence of this witness clearly fortifies the case of the Party II that these drivers were appointed on daily wages only due to exigencies of work and consequently the evidence of AW2 Andrew Lopes belies the contention of the AW1 Avinash Rawal that these drivers were appointed on existing vacancies.

10. It is also to be noted that though the Party I has stated that these drivers were entitled for regularization on completion of service of 240 days, it has not produced any evidence to show that in the appointment letters issued to these workmen, the Party II had

undertaken to regularize the services of these drivers on completion of service of 3 months or 240 days. The order at Exb. 21 clearly indicates that these drivers, were appointed as a substitute drivers on daily wages of Rs. 100/- per day. The said appointment order also indicates that the appointment was necessitated due to the temporary increase in work and that their services are liable to be terminated at any time during the temporary period of employment without assigning any reason. The evidence of Shri Anand Shirvoikar, the witness for the Party II, also indicates that these drivers were taken on daily wages only because of increase in work which was mainly because of absenteeism of regular drivers. The appointment order at Exb. 21 viz.a.viz. the evidence of Shri Anand Shirvoikar clearly indicates that the workmen involved in this reference were appointed purely on temporary basis. This being the case it is evident that these drivers were not appointed on regular vacancies but were appointed as temporary workmen within the meaning of Clause 3(c) of the Certified Standing Orders of the Corporation.

11. It is to be noted that since these drivers were temporary workmen they had no right to the post and they were not entitled for regularization of their services merely because they had completed 240 days of continuous services. Even otherwise Section 25F of the Industrial Disputes Act does not stipulate regularization of services on completion of 240 days. In the case of *Gangadhar Pillai v/s Siemens Ltd., 2007 (1) SCC 533*, the apex court has held that *"It is not the law that on completion of 240 days of continuous service in a year, the concerned employee becomes entitled to for regularization of his services and/or permanent status. The concept of 240 days in a year was introduced in the industrial law for a definite purpose. Under the Industrial Disputes Act, the concept of 240 days was introduced so as to fasten a statutory liabilities upon the employer to pay compensation to be computed in the manner specified in Section 25F of the Industrial Disputes Act, 1947 before he is retrenched from services and not for any other purpose. In the event a violation of the said provision takes place, termination of services of the employee may be found to be illegal, but only on that account, his services cannot be directed to be regularized."* Similarly in the case of *Mehboob Deepak v/s Nagar Panchayat Gajrauta and reported in 2008 (I) SCC 575* and the case of *Branch Manager, M. P. State Agro Industries Development Corporation Ltd., and Another v/s S. C. Pandey reported in 2006 (II) SCC 716* and *M. P. Housing Board v/s Manoj Shrivastava (2006) 2 SCC 702* the apex court has reiterated that only because the employee has been working for more than 240 days he does not derive any legal right to be regularized in service.

12. Thus the principles laid down in the aforesaid decisions are sufficient to negate the contention of the Party I that these drivers were entitled for regularization on completion of 240 days of continuous service. The evidence of witness for the Party II clearly indicates that though these drivers were appointed as temporary

drivers they were given all benefits given to the permanent drivers and that the services of these drivers were regularized as and when the vacancies arose and also on considering the work performance of these drivers. This being the case there is no substance in the contention of the Party I that the Party II had indulged in victimization or unfair labour practice. Hence the issue No. 1 is answered in negative.

13. **Issue No. 2:** Since the drivers named in the reference were not entitled for regularization of their service on completion of 240 days of continuous service they are not entitled for any relief as claimed. Under the circumstances and in view of discussion supra, I pass the following order.

ORDER

The demand of Kadamba Kamgar Union for regularization of the services of the two workmen named in the reference on completion of 240 days of continuous service is not legal and justified. The drivers named in the reference are not entitled for any relief.

No order as to costs. Inform the Government accordingly.

Sd/-

(Anuja Prabhudessai),
Presiding Officer,
Industrial Tribunal-cum-Labour Court-I

Department of Personnel

Order

No. 7/2/99-PER-Part-II (A)

In pursuance of the Government of India, Ministry of Home Affairs, New Delhi Order No. 14016/4/2009-UTS.I dated 28-01-2009 and the directions received from the Election Commission of India, New Delhi, vide letter No. 434/1/GOA/2009 dated 26-03-2009, the Governor of Goa is pleased to relieve Shri Anand Prakash, IAS (AGMUT: 79), Development Commissioner/Acting Chief Secretary, Government of Goa, from this Administration with effect from 27-03-2009 (afternoon) to take up his new assignment as member in the Third Finance Commission for the Union Territories of Andaman & Nicobar Islands, Daman & Diu, Dadra & Nagar Haveli and Lakshadweep.

By order and in the name of the Governor of Goa.

Yetindra M. Maralkar, Joint Secretary (Personnel).

Porvorim, 27th March, 2009.

Order

No. 7/3/2009-PER

On placement of his services at the disposal of Government of Goa by the Government of India, Ministry of Home Affairs, New Delhi vide order No. 14020/2/2008-UTCS.I dated 10-02-2009, the Governor of Goa is pleased to appoint Shri S. K. Srivastava, IAS (AGMUT: 80), as the Secretary to the Government of Goa, w.e.f. 23-02-2009 (a.n.).

By order and in the name of the Governor of Goa.

Yetindra M. Maralkar, Joint Secretary (Personnel).

Porvorim, 30th March, 2009.

Order

No. 7/3/2009-PER (I)

Read: Government Order No. 7/3/2009-PER dated 30-03-2009.

The Governor of Goa is pleased to appoint Shri S. K. Srivastava, IAS (AGMUT: 80), as Development Commissioner with immediate effect.

The Governor of Goa is also pleased to allot him the following work/Departments as indicated below with immediate effect:-

1. Pr. Resident Commissioner.
2. Health.
3. Revenue.
4. Civil Supplies and Price Control.
5. Special Secretary (Personnel).
6. Special Secretary (ARD).
7. Art & Culture.
8. NRI Affairs.

By order and in the name of the Governor of Goa.

Yetindra M. Maralkar, Joint Secretary (Personnel).

Porvorim, 30th March, 2009.

Order

No. 7/19/2002-PER (PFI)

Consequent upon the transfer of Shri Anand Prakash, IAS (AGMUT: 79), Development Commissioner/Nodal Officer for Elections, 2009 of State of Goa, to Third Finance Commission for the Union Territories, New Delhi, Government of Goa is pleased to nominate Shri S. K. Srivastava, IAS (AGMUT: 80), Development Commissioner as a Nodal Officer for co-ordinating the flow of information and other aspects of deployment of observers during the General Election to Lok Sabha, 2009 and General Elections to Legislative Assemblies of Andhra Pradesh, Orissa and Sikkim and other bye-elections during the year 2009, with immediate effect.

By order and in the name of the Governor of Goa.

Yetindra M. Maralkar, Joint Secretary (Personnel).

Porvorim, 31st March, 2009.

Order

No. 7/5/92-PER(Vol.I)

Shri A. V. Yadav, Professor, Goa College of Pharmacy, shall hold charge of the post of Principal, Goa College of Pharmacy with immediate effect on officiating basis in addition to his own duties until further orders, thereby relieving Shri M. G. Pai, Assistant Professor, Goa College of Pharmacy of the additional charge.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 1st April, 2009.

Department of Public Health**Corrigendum**

No. 4/23/2002-II/PHD

Read: Government Order No. 4/23/2002-II/PHD dated 30-12-2008.

In the Government order dated 30-12-2008 referred to above, the first para of the said order shall be substituted to read as-

"On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/II/11/30(11)/99/301 dated 10-12-2008, Government is pleased to promote the following Lecturers in Medicine to the post of Assistant Professors in Medicine in Goa Medical College, Bambolim on regular basis in the pay scale of Pay Band-3, Rs. 15,600-39,100+Grade Pay Rs. 6,600 and other allowances to be fixed as per rules with effect from 30-12-2008.

1. Dr. Rachita Gupta Velho.
2. Dr. Carmen Mendes Pereira.
3. Dr. Nicasia Furtado."

By order and in the name of the Governor of Goa.

D. G. Sardesai, Joint Secretary (Health).

Porvorim, 2nd April, 2009.

Department of Revenue**Order**

No. 19-3-2009-RD

The Goa Disaster Management Authority constituted under the provision of the Disaster Management Act, 2005 (Central Act No. 53 of 2005) (hereinafter referred to the "said Act") constituted vide Order No. 19/5/2005-RD dated 18-06-2008 in its meeting held on 18th March, 2009 has declared the grounded "River Princess" at Candolim, Bardez, Goa, as a State Disaster under the said Act.

This issues with the approval of the Government.

By order and in the name of the Governor of Goa.

D. M. Redkar, Under Secretary (Revenue-I).

Porvorim, 30th March, 2009.

Notification

No. 23/15/2007-RD (Part-I)

Whereas by Government Notification No. 23/15/2007-RD dated 07-08-2007 published on pages 734 & 738 of Series II No. 21 of the Official Gazette, dated 23-08-2007 and in two newspapers (1) "Herald" dated 13-08-2007 and (2) "Navprabha" dated 13-08-2007, it was notified under Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the land, specified in the Schedule appended to the said Notification (hereinafter referred to as the said land), was needed for public purpose viz. L. A. for construction of 800 m³ GLR Pump houses and Pipeline at Sanquelim in South Maulinguem in Bicholim Taluka. Subsequently, Corrigendum bearing No. 23/15/2007-RD (Part-I) dated 14-07-2008 is published in Official Gazette Extraordinary Series II No. 16 dated 18-07-2008 and in two local newspapers viz. "Herald" dated 19-07-2008 and "Navprabha" dated 19-07-2008.

And whereas, the Government of Goa (hereinafter referred to as "the Government") being of the opinion that the acquisition of the said land is urgently necessary, hereby applies the provisions of sub-section (1) of Section 17 of the said Act and directs that the Collector appointed under paragraph 2 below, shall, at any time, on the expiry of fifteen days from the date of the publication of the notice relating to the said land under sub-section (1) of Section 9 of the said Act, take possession of the said land.

Now, therefore, the Government hereby declares, under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government also hereby appoints, under clause (c) of Section 3 of the said Act, the Dy. Collector (IA), Panaji-Goa to perform the functions of the Collector, for all proceedings hereinafter to be taken in respect of the said land and directs him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the Office of the Dy. Collector (IA), Panaji-Goa till the award is made under section 11.

SCHEDULE

(Description of the said land)

Taluka: Bicholim

Village: Maulinguem South

Survey No./ Sub-Div. No.	Names of the persons believed to be interested	Area in sq. mts.
1	2	3
38 1	1. Amrutrav Manikrao Desai.	4331
	2. Hanumantrao Bapusaheb Prabhu Desai.	

1	2	3
3	Madhavrao Dattajirao Desai.	
4	Nanasaheb Anasaheb Prabhu Desai.	
5	Jaisingrao Bhausahab Prabhu Desai.	
6	Bhimarao Ramrao Prabhu Desai.	
7	Dattaram Apasaheb Prabhu Desai.	
8	Buyasaheb Apasaheb.	
9	Ladkoba Bapusaheb Prabhu Desai.	
10.	Bacharem Manikrao Prabhu Desai.	
11.	Dajisaheb Sakro Prabhu Desai.	
12.	Yallubai Simani Kamat.	
13.	Bashirullah Ibrahim Banqui.	
14.	Moreswar Shriram Kamat.	
15.	Gokuldas Hari Mangaonkar.	
16.	Anand Sonum Haldankar.	
17.	Ishwari Prasad Sharma.	
18.	Kashi Shamba Sawant.	
19.	Sujata Sudhir Revankar.	
20.	Ashok Laxmanrao Desai.	
21.	Suresh Shankappa Karjagi.	
22.	Prabhakar Krishtappa Dharwad.	
23.	Alagarsamy Raj Krishna Moorthy.	
24.	M. Padmanabhrao.	
25.	Pushpa Ulhas Karpe.	
26.	Tulsidas Narayan Kanekar.	
27.	Deu Keshav Parab.	
28.	Vasudev Laxman Bhaje.	
29.	Madhavi Mahadev Relekar.	
30.	Ramesh Narsinha Falkar.	
31.	Mannabi Mohamed Isa Savnur.	
32.	Deelip Ramnath Fulari.	
33.	Pandurang Krishna Gaonkar.	
34.	Ajit Narsinharao Ramnathkar.	
35.	Zarina Bi Jambothkar.	
36.	Ismail Abas Khan.	
37.	Nitin Vilasrao Nikam.	
38.	Mustak Aga.	
39.	Shashikant Yeshwant Gawas.	
40.	Prataprao Ganpatrao Desai.	
41.	Smita Yeshwant Rane.	
42.	Deelipkumar Karsobhai Nandwani.	
43.	Sunilkumar Raneholly.	
44.	Surekha Shrikrishna Desai.	
45.	Lalita Chandrakala Adhia.	
46.	Devidas Vinayak Agarwadekar.	
47.	Haji Abdul Sattar Godharwala.	
48.	Nissar Ahamad Attar.	
49.	Vassant Sitaram Naik.	
50.	Mnath Govind Toraskar.	
51.	Rama Vadiraj Patil.	
52.	Gajanan Gokuldas Karekar.	
53.	Antonia Lino Nascimento Carneiro.	

1	2	3	1	2	3
	54. Rita Carneiro.			18. Vinay Prabhakar Sakhardande.	
	55. Govind Sagun Wadakar.			19. Krishna Chundaji Desai.	
	56. Nazim Patil.			20. Suresh Kuso Amonkar.	
	57. Shaikh Ilyas Harron.			21. Harichandra Anant Gauns.	
	58. Anacleto Minguel De Melo.			22. Shobhana Sham Kanekar.	
	59. Sadashiv Vasudev Gawas.			23. Dilip Baliram Mayekar.	
	60. Vishnu Venkatesh Naik.			24. Shrikant Jaganath Dhavaskar.	
	61. Zaibunissabi Sahid Mamlekar.			25. Ashok Narsu Pawase.	
	62. Shaikh Adbul Salam Mamlekar.			26. Usha Babaji Ayre alias	
	63. Reshma Ramakant Naik.			Girija Dattaram Kanekar.	
	64. Ajitrao Dajisaheb Prabhudesai.			27. Hariram Pandhari Asgaonkar.	
	65. Hajirat Alli.			28. Mohammad Idries.	
	66. Vasanti Shardchandra Naik.			29. Mohammad Kassim.	
	67. Sandesh Gangaram Mainikar.			30. Mohammad Ratik.	
	68. Anand Raghuvir Pethkar.			31. Sayeedabi Miran Shah.	
	69. Balasheb Ramchandra Sawant.			32. Dilip Pandurang Ghadi.	
	70. Durgadsa Krishna Prabhu Desai.			33. Honnaya Poojary.	
	71. Ramesh Gopi Gawas.			34. Krishna Kachu Bable.	
	72. Savita Mohan Patil.			35. Prataprao Chandrakant Desai.	
	73. Devanand Ramchandra Kanolkar.			36. Mahadev Babu Naik.	
	74. Gopal Shattuppa Hindelgekar.			37. Delfin Dias.	
	75. Hasmukhlal Nagardas Shah.			38. Joaquim Remedious Dias.	
	76. Anita Soma Shekhar Hllur.			39. Hussien Isak Aga.	
	77. Ranjana Ramnath Parab			40. Karim Khan.	
	Nagvenkar alias Ranjana Shiva			41. Yakub Kard.	
	Parab Nagvenkar.			42. Sada Mukund Kerkar.	
	78. Ganpat Govind Gunaji alias			43. Narayan Vithal Hazari.	
	Ganpat Balvant Gunaji alias			44. Uday Vishwananth Sawaikar.	
	Sanjay Govind Gunaji.			45. Venkatesh Atmaram Dessai.	
	79. Asha Parershe Kamat.			46. Sayyad Noorbi.	
	80. Paresh Ramkrishna Kamat.			47. Nagesh Shirodkar.	
	81. Shiva alias Ramnath Saularam			48. Shridhar Govind Manjrekar.	
	Parab Naguenkar.			49. Gajanand Ramkrishna Lawande.	
	82. Supriya Ganpat Gunaji.			50. Rohidas Harichandra Gawas.	
	83. Satyavan Pundalik Naik.			51. Vishnu Babu Nayak.	
	84. Dayanand Krishna Gaonkar.			52. Babu Saheb Bharma Altekar.	
39	1	1 Amrutrao Manikrao Prabhu Desai. 1884		53. Shaikh Nuruddin Muzawar.	
		2 Madhaorao Dattajirao Prabhu Desai.		54. Narahari Raghoba Gawas.	
		3 Hanumantrao Bapusaheb		55. Datta Mahadev Malik.	
		Prabhu Desai.		56. Raghuvir Mahadev Malik.	
		4 Nanasaheb Apasaheb Prabhu		57. Manohar Gangaram Patil.	
		Desai.		58. Pradeep Hanumantrao	
		5 Jayasingrao Bhausahab		Sardessai.	
		Prabhu Desai.		59. Nyaneshwar Shanu Chopdekar.	
		6 Bhimarao Ramarao Prabhu Desai.		60. Meghashyam Vassudev	
		7 Buvasahab Apasahab Prabhu		Khanolkar.	
		Desai.		61. Ketaki Meghashyam Khanolkar.	
		8 Dattaram Apasaheb Prabhu Desai.		62. Janabai Anant Masurkar.	
		9 Ladkoba Bapusaheb Prabhu		63. Ahmad Hussain.	
		Desai.		64. Maqsood Alam Khan.	
		10. Bacharem Manikrao Prabhu		65. Prakash Babulo Arsekar.	
		Desai.		66. Suryakant alias Jaichandra	
		11. Dajisaheb Sakre Prabhu Desai.		Krishna Gauns.	
		12. Gangaram Kashinath Padnekar.		67. Kamallesh Devji Amlani.	
		13. Shrimati Beena Prasad.		68. Ashokrao Venkatrao Dessai.	
		14. Om Prakash Shama.		69. Sada Jaidev Naik.	
		15. Umesh Madhukar Bhande.		70. Shainaz Ali Shaikoli.	
		16. Shankar Shetty.		71. Eknath Nagesh Gaunkar.	
		17. Rajashree Ramesh Desai.		72. Vishvanath Shivnath Hinde.	

1	2	3	1	2	3
73. Laxman Anant Dhavaskar.			126. Tanajirao Bacharamrao Prabhu Desai.		
74. Seza Goa Limited.			127. Smt. Prachi Pradeep Mashelkar.		
75. Shaida Bi Akbar Beig.			128. Smt. Pratibha Bhausaheb Rane.		
76. Prakash Vithal Bandekar.			129. Smt. Smita Ganesh Alvi.		
77. Kalidas Bhalchandra Matonkar.			130. Ningappa Yeshwant Hebbalkar.		
78. Gajanan Baburao Palav.			131. Julian Francis D'Souza.		
79. Yamuna Gurudas Pangam.			132. Tereza D'Souza.		
80. Naguesh Chana Shyam Prabhu Dabolkar.			133. Ramesh Vinayak Pauskar.		
81. Abdul Sattar Abdulhameed Kazi.			134. Waman Naguesh Ussapkar.		
82. Alirio Vincentie Jose de sa alias Alirio de sa and			135. Ulhas Pandhari Kerkar.		
83. Rita Om Prakash Sharma alias Rita de sa.			136. Prathibha Prabhakar Naik.		
84. Ravindra Sitaram Nayak.			137. Ashok Krishnajirao Suryavanshi.		
85. Prabhakar Mahabaleshwar Kudtarkar.			138. Durgadas Krishna Prabhu Sastri.		
86. Devidas Vinayak Agarwadekar.			139. Vanda Mahadev Karpe alias Vanda Dipesh Kanekar.		
87. Ramrao Hanumantra Patil.			140. Bhanudas Rajaram Parab.		
88. Shreekant Shankar Kanetkar.			141. E. Kuppusamy.		
89. Firoz Khan Ahamad Khan.			142. K. Velvizhi.		
90. Subhash Jaidev Kanekar.			143. Sunil Shankar Kanetkar.		
91. Shri Abul Qyum Khan.			144. Sunita Sunil Kanetkar.		
92. Shri Yeshwant Vithal Wadkar.			145. Sukant Chandrakant Aukhale.		
93. Kshama Narayan Manerikar.			146. Sulbha Sukant Aukhale.		
94. Gokuldas Gajanan Chari.			147. Vishwanath Jagannath Pawar.		
95. Shivanand Narshinha Bhartu.			148. Shivram Balkrishna Naik.		
96. Deelip Baburao Sarvankar.			39 3 1 Shivaji G. P. Dessai.		1065
97. Sudhaka Rohidas Dicholkar.			2 Ganapatrao G. P. Dessai.		
98. Subhash Rohidas Dicholkar.			3 Dattaram K. P. Dessai.		
99. Narayan Rohidas Dicholkar.			4 Parvatibai Apasaheb P. Dessai.		
100. Sandeep Bhivaji Revandkar.			5 Narayanrao Dattasaheb P. Dessai.		
101. Pradeep Ramkrishna Lawande.			6 Bhimrao Dajisaheb P. Dessai.		
102. Anand Ganpat Pangam.			7 Vishwasrao Vithalrao P. Desai.		
103. Arun Harichandra Gauns.			8 Jaivantrao Balavantrao P. Desai.		
104. Gajanan Baburao Palav.			9 Shantaram Balwantrao P. Desai.		
105. Mohan Shankar Jalmi.			10. Tanaji Balwantrao P. Desai.		
106. John Thomas Fernandes.			11. Daulatrao Balavantrao P. Desai.		
107. Chaya Audhut Lawande.			12. Bhausaheb Shamrao P. Dessai.		
108. Shilpa Prasad Pangam alias Shilpa Avadhut Karpe.			13. Bhalchandra Shamrao P. Desai.		
109. Rajendra Sitaram Kamat.			14. Awadhut Ramkrishna Lawande.		
110. Kallaprao Laxman Gurav.			15. Telu Tatarao.		
111. Smt. Kala Premanand Dalal.			16. Gopal Dhakoji Mehta.		
112. Devidas Balkrishna Salunke.			17. Prasanna Raghavendra Pai.		
113. Dwarkanath Narayan Dantye.			18. Sayeedabi Miram Shah.		
114. Milind Mohan Honavar.			19. Dattaram Govind Narvenkar.		
115. Smt. Kumud Milind Honavar.			20. Laxmanrao Dattaram Prabhu Dessai.		
116. Govind Vaman Naik.			21. Rajendra Shivajirao Prabhu Dessai.		
117. Ramkrishna Shripad Korgaonkar.			22. Vallabh Rajaram Karpehali.		
118. Sadashiv Vasudev Gauns.			23. Balkrishna Vassudev Thali.		
119. Fatima D'Souza E Albuquerque.			24. Shri Sudesh alias Narayan Shamu Kanekar.		
120. M/s. Damodar Mangalji & Co. Ltd.			25. Shri Dhananjay Pundalik Walke.		
121. Smt. Tarabai Abasaheb Desai.			26. Shaikh Gaffar.		
122. Vishnu Venkatesh Naik.			27. Smt. Noorjahan Bi Shaikh Gaffar.		
123. Santosh Gopi Amonkar.			28. Mahesh Ganpatrao Prabhu Gaffar alias Mukundrao Ganpatrao Prabhudesai.		
124. Dr. Krishna Ramchandra Badiger.			29. Smt. Suvarna Kamalakant Gulelkar.		
125. Govind Vaman Naik.					

1	2	3
	30. Prabhakar K. Naik.	
	31. K. Basavaraj.	
	32. Kappakkathu Madhusudan Narayan Nair.	
	33. G. Sathidevi.	
	34. Anandrao Venkatrao Parbhu Desai.	
	35. Vishant Govind Kauthankar.	
	36. Simon Sebastian Lobo.	
35	9 1 Ramnath Mangesh Datye.	1050

Boundaries :

North : Village Poriem.

South : Road.

East : S. No. 38/1, 39/1, 3, 35/10.

West : S. No. 38/1, 39/1, 35/8.

Total: 8330

By order and in the name of the Governor of Goa.

D. M. Redkar, Under Secretary (Revenue-I/II).

Porvorim, 1st April, 2009.

Notification

No. 19-3-2009-RD

1. Whereas, the Goa State Disaster Management Authority declared the grounded "River Princess" at Candolim, Bardez, as a State Disaster under the Disaster Management Act, 2005 (55 of 2005) (hereinafter referred to as "said Act").

2. Whereas, the State Disaster Management Authority in exercise of powers under sub-section (1) of Section 17 of the said Act hereby constitute an Advisory Committee to make recommendations on different aspects on Disaster Management stated hereinafter.

3. The Advisory Committee shall consist of the following members:-

1 Chief Secretary	— Chairman.
2 Secretary, Tourism	— Member.
3 Director General of Police	— Member.
4 Captain of Ports	— Member.

5 Principal Chief Engineer	— Member.
6 Chief Engineer, WRD	— Member.
7 Shri Mascarenhas, Scientist, NIO	— Member.
8 Shri Anil Madgaonkar, Panaji	— Member.
9 The Collector, North Goa District	.. Member Secretary.

4. Shri Agnelo Fernandes, Hon'ble M.L.A., Calangute and Shri Fermino Fernandes, the President of River Princess Hatao Manch shall be special invitees at meetings of the Advisory Committee.

5. The Advisory Committee shall make its recommendations on the following aspects:-

(i) Whether it is possible to remove the vessel "River Princess" by refloating and towing it away to ship breaking yard.

(ii) Whether it is possible to remove the vessel "River Princess" by any other method.

(iii) The methods of removal must also indicate whether there will be any damage or adverse effect on environment and most specifically whether the beach will be affected.

(iv) The estimated cost that may be incurred for removal of vessel vis-a-vis the method suggested.

(v) The time period that will be required for removal of vessel vis-a-vis each of method suggested.

(vi) The steps that should be taken to prevent any danger to the shoreline till such time the vessel is removed.

6. The non-official Members of the Advisory Committee at Sr. No. 8 shall be paid T. A./D.A. as admissible under the Goa State Disaster Management Rules, 2007.

7. The Advisory Committee may take advice from any expert in the field, if found necessary.

8. The Advisory Committee shall submit its report within a period of two months from the date of its constitution.

By order and in the name of the Goa State Disaster Management Authority.

D. M. Redkar, Under Secretary (Rev-I).

Porvorim, 6th April, 2009.